

STATE OF VERMONT  
 CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and Change Healthcare Technologies, LLC., with a principal place of business in Alpharetta, Georgia (the "Contractor") that the contract between them originally dated as of December 10, 2017, Contract # 36706, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$370,361.20 to \$551,785.83, representing an increase of \$181,424.63.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 9, 2019 to December 9, 2020. The Contract Term may be renewed for one additional one-year period by mutual written agreement. The period of Contractor's performance shall begin on December 10, 2017 ("Effective Date"). Work performed or Products used or provided between December 10, 2019 (retroactive date) and the execution of this Amendment 1 that are in conformity with Attachment A or Attachment B are subject to the terms and conditions of the Contract as amended.
- III. **Contact Persons for this Award.** The DVHA Program Manager and State Fiscal Manager for this contract shall be changed to:

	DVHA Program Manager	State Fiscal Manager
Name	Christine Ryan	Tim Harvey
Phone #	802-241-9332	802-241-0389
E-mail	Christine.Ryan@Vermont.gov	Tim.Harvey@Vermont.gov

- IV. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 1.0 (Service Pricing) of Exhibit SOW B-1 of Attachment A IMPLEMENTATION, EDUCATION AND CONSULTING SERVICES InterQual® is amended by deleting and replacing the table in its entirety with the following table:

InterQual Services	Number of Participants	Fee (Year 1)	Fee (Year 2)	Fee (Year 3)
ILS LOC: InterQual® (Acute) <ul style="list-style-type: none"> <li>• LOC: InterQual Acute Criteria                             <ul style="list-style-type: none"> <li>➤ Year 1: ILT/Onsite (Material 75005605)</li> <li>➤ Year 2: VILT/Web (Material 75005568)</li> <li>➤ Year 3: VILT/Web (Material 75005568)</li> </ul> </li> </ul>	Up to 6 participants annually	\$4,255.95	\$975.38	\$975.38

<p><u>ILS LOC: InterQual® (ORC)</u></p> <ul style="list-style-type: none"> <li>• LOC: Post Acute Outpatient Criteria <ul style="list-style-type: none"> <li>➤ Year 1: ILT/Onsite (Material 75005611)</li> <li>➤ Year 2: VILT/Web (Material 75005574)</li> <li>➤ Year 3: VILT/Web (Material 75005574)</li> </ul> </li> </ul>	<p>Up to 9 participants annually</p>	<p>\$1,532.14</p>	<p>\$1,463.07</p>	<p>\$1,463.07</p>
<p><u>ILS CP: InterQual® (*DME)</u></p> <ul style="list-style-type: none"> <li>• CP: InterQual Care Planning Criteria <ul style="list-style-type: none"> <li>➤ Year 1: ILT/Onsite (Material 75005602)</li> <li>➤ Year 2: VILT/Web (Material 75005565)</li> <li>➤ Year 3: VILT/Web (Material 75005565)</li> </ul> </li> </ul>	<p>Up to 9 participants annually</p>	<p>\$4,255.95</p>	<p>\$1,463.07</p>	<p>\$1,463.07</p>
<p><u>ILS CP: InterQual® (*Procedures)</u></p> <ul style="list-style-type: none"> <li>• CP: InterQual Care Planning Criteria <ul style="list-style-type: none"> <li>➤ Year 1: ILT/Onsite (Material 75005602)</li> <li>➤ Year 2: VILT/Web (Material 75005565)</li> <li>➤ Year 3: VILT/Web (Material 75005565)</li> </ul> </li> </ul> <p><i>Note: Pricing assumes that the Procedures participants are the same the DME participants</i></p>	<p>Up to 7 participants annually</p>	<p>\$1,191.67</p>	<p>\$1,137.94</p>	<p>\$1,137.94</p>
<p><u>ILS BH: InterQual® (Behavioral Health)</u></p> <ul style="list-style-type: none"> <li>• BH: InterQual Behavioral Health Criteria</li> <li>• (2 Sessions to cover all BH Modules) <ul style="list-style-type: none"> <li>➤ Year 1: ILT/Onsite (Material 75005599)</li> <li>➤ Year 2: VILT/Web (Material 75005562)</li> <li>➤ Year 3: VILT/Web (Material 75005562)</li> </ul> </li> </ul>	<p>Up to 20 participants annually</p>	<p>\$10,214.29</p>	<p>\$6,502.54</p>	<p>\$6,502.54</p>

<u>Travel Expenses</u> Estimated travel based on 2 visits totaling 8 days onsite. Material: 75002925		\$3,750.00 per visit not to exceed \$7,500.00	n/a	n/a
<u>Annual Utilization Management Optimization Assessment</u> Change Healthcare will provide optimization services annually in contract years one and two. Material: 74009654		Value added service	Value added service	n/a
Fixed Fee Total		\$28,950.00	\$11,542.00	\$11,542.00

V. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

Exhibit A-1 Payment Schedule for Service Fees of Attachment B is amended by the addition of the following requirements.

- \$11,542.00 due upon completion of the year three end user training services. Fee reflects a discount of fifteen percent (15%)

VI. **Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment. Notwithstanding the foregoing, the parties acknowledge that Contractor is not a natural person, so this Section is not applicable to Contractor.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds. Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the

following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

VII. This document consists of four (4) pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

**The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.**

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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CORY GUSTAFSON, COMMISSIONER                      DATE  
280 State Drive, NOB 1 South  
Waterbury, VT 05671-1010  
Phone: 802-241-0239  
Email: [Cory.Gustafson@vermont.gov](mailto:Cory.Gustafson@vermont.gov)

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KEITH ANDELMAN, VP SALES                      DATE  
278 Grove Street, Suite 1-310  
Newton, MA 02466  
Phone: 617-273-3221  
Email: [keith.Andelman@changehealthcare.com](mailto:keith.Andelman@changehealthcare.com)